



FIFE SYMINGTON  
Governor

LARRY S. BONINE  
Director

# ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



THOMAS G. SCHMITT  
State Engineer

E. JACK HAMMITT  
Joint Project  
Administrator

14 August 1997

Mr. Delwin P. Wengert, P.E.  
Apache County Engineer  
PO Box 238  
St. Johns, AZ 85936

Re: Apache Trails System  
Agreement: JPA 97-11  
Project No. TEA-AAP-0(19)P/SL403 01C  
Amendment No. 1

Dear Steve:

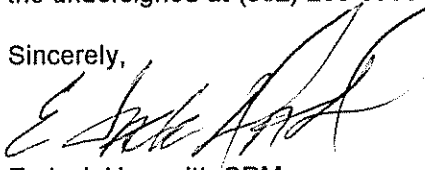
The above referenced project does not include provisions for construction of the Project. To contractually address the additional construction funds, we may use this instrument as amendment no. 1.

Therefore, so much of paragraphs 1.6. is amended to read:

Estimated Construction Cost	\$290,350.00
Federal Aid Funds @ 94.3%	\$273,800.00
<del>Cochise</del> Apache County Funds @ 5.7%	\$ 16,550.00

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Roherich at 255-8107.

Sincerely,

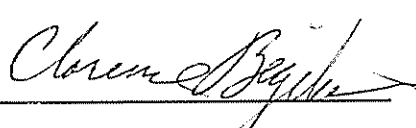
  
E. Jack Hammitt, CPM  
Joint Project Administrator

Concur for Apache County:

By

Date

(date)

  
8-18-97

A. G. Contract No. KR97 0173TRN  
ADOT ECS File: JPA 97-11  
Project: TEA-AAP-0(10)/SL403 03D  
Section: Apache Trails System

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
APACHE COUNTY, ARIZONA

THIS AGREEMENT is entered into 12 AUGUST, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and APACHE  
COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

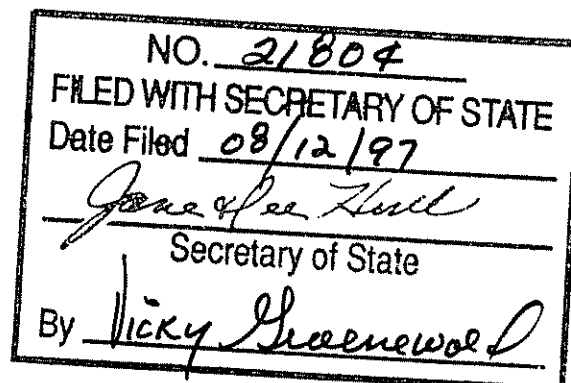
1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and farm-  
to-market roads; the replacement of bridges; the elimination of  
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been  
selected by the County and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the  
acquisition of federal funds for the use and benefit of the  
County by reason of federal law and regulations under which funds  
for the project are authorized to be expended.



6. The work embraced by this agreement and the estimated project costs are as follows: Preliminary Engineering.

Estimated Design Cost	\$ 26,700.00
Federal Aid Funds @ 80%	\$ 21,360.00
Apache County Funds @ 20%	\$ 5,340.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA, as is set forth above.
2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the estimated total design cost of the work provided for in this agreement and the amount of federal aid received.
3. The State will reimburse the County with federal funds for design work addressed under this agreement at 80% of the project cost.
4. The County will obtain and provide all required plans, specifications, cost estimates, environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.
5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.
6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project. Such changes require the prior consent of the County.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.
2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.
3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

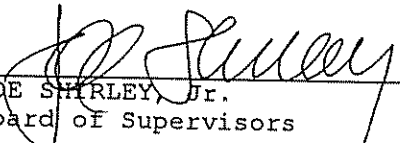
Apache County  
County Manager  
PO Box 428  
St. Johns, AZ 85936

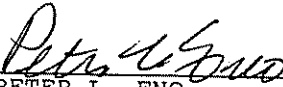
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


APACHE COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
JOE SHIRLEY, Jr.  
Board of Supervisors

By   
PETER L. ENO  
Contract Administrator


ATTEST

By   
CLARENCE BIGELOW  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 27th day of January 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with with Apache County for the purpose of defining responsibilities for the design of improvements to the Apache Trails System.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

JOE SHIRLEY, JR.  
MEMBER OF THE BOARD  
DISTRICT I  
P.O. BOX 1952 CHINLE, AZ 86503

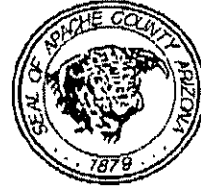
TOM M. WHITE, JR.  
MEMBER OF THE BOARD  
DISTRICT II  
P.O. BOX 994 CANADO, AZ 86505

ARTHUR N. LEE  
MEMBER OF THE BOARD  
DISTRICT III  
P.O. BOX 1470 EAGAR, AZ 85925

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (520) 337-4364  
FACSIMILE: (520) 337-2003



CLARENCE A. BIGELOW, MANAGER-CLERK  
ST. JOHNS, AZ 85936

July 31, 1997

Arizona Department of Transportation  
Phoenix, Arizona

Dear Sirs:

"Delwin Wengert presented the request for approval of an Intergovernmental Agreement between Apache County and Arizona Department of Transportation on the Transportation Enhancement Grant for design of pedestrian trail on existing narrow gauge railroad bed from Sunrise to Big Lake. Mr. Wengert recommended approval and to move ahead with the design. The County would have a 20% match. Cost would be down as we would do our own engineering. Mr. Bigelow said the trail connects to a historical trail. The item has been tabled from previous meetings. Mr. White moved approval. Mr. Shirley seconded. Vote carried unanimous."

I, Clarence A. Bigelow, Clerk of the Board of Supervisors do hereby certify that the above is a true and correct copy of a paragraph of the minutes of a meeting of the Apache County Board of Supervisors' held February 4, 1997.

IN WITNESS WHEREOF, I have affixed the official seal of Apache County at St. Johns, the County Seat, this 31st day of July, 1997.

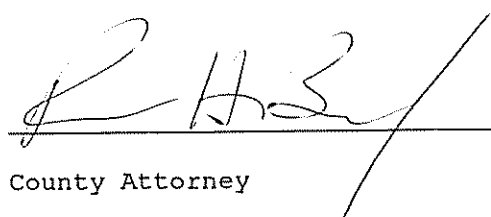
  
Clarence A. Bigelow  
Clerk/Manager

(SEAL)

APPROVAL OF THE APACHE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and APACHE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 13 day of February, 1997.

  
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County Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0173TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 6, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section